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EXIDA.COM, LLC and JOHN CHRISTMAN*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

VBCONVERSIONS, LLC,  
Plaintiff,

vs.

EXIDA.COM, LLC, JOHN  
CHRISTMAN, DOES 1-10,  
INCLUSIVE,  
Defendants.

CIVIL ACTION NO. 2:13-cv-08306-PSG-  
JEMx

United States District Judge Philip S.  
Gutierrez

Magistrate Judge John E. McDermott

**PROPOSED ORDER GRANTING  
STIPULATION FOR PROTECTIVE  
ORDER**

[lodged concurrently with Stipulation for  
Protective Order]

<sup>1</sup> Admitted *Pro Hac Vice*.

1 Having considered the Stipulation and Proposed Order, and good cause  
2 appearing for the entry of said Order, the Court ORDERS as follows:

3  
4 **1. PURPOSES AND LIMITATIONS**

5 Disclosure and discovery activity in this action are likely to involve  
6 production of confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than  
8 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
9 stipulate to and petition the court to enter the following Stipulated Protective Order.  
10 The parties acknowledge that this Order does not confer blanket protections on all  
11 disclosures or responses to discovery and that the protection it affords from public  
12 disclosure and use extends only to the limited information or items that are entitled  
13 to confidential treatment under the applicable legal principles. The parties further  
14 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
15 Order does not entitle them to file confidential information under seal; Local Rule  
16 79-5 sets forth the procedures that must be followed and the standards that will be  
17 applied when a party seeks permission from the court to file material under seal.

18 **2. DEFINITIONS**

19 2.1. Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.2. “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c).

24 2.3. Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES  
27 ONLY.”

28 2.4. Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced  
3 or generated in disclosures or responses to discovery in this matter.

4 2.5. Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this action.

7 2.6. “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”  
8 Information or Items: extremely sensitive “Confidential Information or Items,”  
9 disclosure of which to another Party or Non-Party would create a substantial risk of  
10 serious harm that could not be avoided by less restrictive means.

11 2.7. House Counsel: attorneys who are employees of a party to this action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14 2.8. Non-Party: any natural person, partnership, corporation, association,  
15 or other legal entity not named as a Party to this action.

16 2.9. Outside Counsel of Record: attorneys who are not employees of a  
17 party to this action but are retained to represent or advise a party to this action and  
18 have appeared in this action on behalf of that party or are affiliated with a law firm  
19 which has appeared on behalf of that party.

20 2.10. Party: any party to this action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23 2.11. Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this action.

25 2.12. Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.13. Protected Material: any Disclosure or Discovery Material that is  
 2 designated as “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –  
 3 ATTORNEYS’ EYES ONLY.”

4           2.14. Receiving Party: a Party that receives Disclosure or Discovery  
 5 Material from a Producing Party.

### 6           **3. SCOPE**

7           The protections conferred by this Stipulation and Order cover not only  
 8 Protected Material (as defined above), but also (1) any information copied or  
 9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 10 compilations of Protected Material; and (3) any testimony, conversations, or  
 11 presentations by Parties or their counsel that might reveal Protected Material.  
 12 However, the protections conferred by this Stipulation and Order do not cover the  
 13 following information: (a) any information that is in the public domain at the time  
 14 of disclosure to a Receiving Party or becomes part of the public domain after its  
 15 disclosure to a Receiving Party as a result of publication not involving a violation  
 16 of this Order, including becoming part of the public record through trial or  
 17 otherwise; and (b) any information known to the Receiving Party prior to the  
 18 disclosure or obtained by the Receiving Party after the disclosure from a source  
 19 who obtained the information lawfully and under no obligation of confidentiality to  
 20 the Designating Party. Any use of Protected Material at trial shall be governed by a  
 21 separate agreement or order.

### 22           **4. DURATION**

23           Even after final disposition of this litigation, the confidentiality obligations  
 24 imposed by this Order shall remain in effect until a Designating Party agrees  
 25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
 26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
 27 or without prejudice; and (2) final judgment herein after the completion and  
 28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

## **5. DESIGNATING PROTECTED MATERIAL**

### **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify - so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

**5.2. Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"

1 and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” to each page  
 2 that contains protected material. If only a portion or portions of the material on a  
 3 page qualifies for protection, the Producing Party also must clearly identify the  
 4 protected portion(s) (e.g., by making appropriate markings to each portion).

5 A Party or Non-Party that makes original documents or materials available  
 6 for inspection need not designate them for protection until after the inspecting Party  
 7 has indicated which material it would like copied and produced. During the  
 8 inspection and before the designation, all of the material made available for  
 9 inspection shall be deemed “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL -  
 10 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
 11 documents it wants copied and produced, the Producing Party must determine  
 12 which documents, or portions thereof, qualify for protection under this Order.  
 13 Then, before producing the specified documents, the Producing Party must affix the  
 14 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES  
 15 ONLY” legend to each page that contains Protected Material. If only a portion or  
 16 portions of the material on a page qualifies for protection, the Producing Party also  
 17 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
 18 to each portion).

19 (b) for testimony given in deposition or in other pretrial or  
 20 trial proceedings, that the Designating Party identify on the record, before the close  
 21 of the deposition, hearing, or other proceeding, all protected testimony.

22 (c) for information produced in some form other than  
 23 documentary and for any other tangible items, that the Producing Party affix in a  
 24 prominent place on the exterior of the container or containers in which the  
 25 information or item is stored the legend “CONFIDENTIAL” and “HIGHLY  
 26 CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
 27 the information or item warrant protection, the Producing Party, to the extent  
 28 practicable, shall identify the protected portion(s).

1           5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such  
4 material. Upon timely correction of a designation, the Receiving Party must make  
5 reasonable efforts to assure that the material is treated in accordance with the  
6 provisions of this Order.

7           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8           6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time. Unless a prompt challenge to a  
10 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
11 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
12 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
13 designation by electing not to mount a challenge promptly after the original  
14 designation is disclosed.

15           6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process by providing written notice of each designation it is challenging  
17 and describing the basis for each challenge. To avoid ambiguity as to whether a  
18 challenge has been made, the written notice must recite that the challenge to  
19 confidentiality is being made in accordance with this specific paragraph of the  
20 Protective Order. The parties shall attempt to resolve each challenge in good faith  
21 and must begin the process by conferring directly (in voice to voice dialogue; other  
22 forms of communication are not sufficient) within 10 days of the date of service of  
23 notice. In conferring, the Challenging Party must explain the basis for its belief that  
24 the confidentiality designation was not proper and must give the Designating Party  
25 an opportunity to review the designated material, to reconsider the circumstances,  
26 and, if no change in designation is offered, to explain the basis for the chosen  
27 designation. A Challenging Party may proceed to the next stage of the challenge  
28 process only if it has engaged in this meet and confer process first or establishes



1 that the Designating Party is unwilling to participate in the meet and confer process  
2 in a timely manner.

3 6.3. If the Parties cannot resolve a challenge without court intervention,  
4 they shall formulate a written stipulation in compliance with the procedures of  
5 Local Rule 37-2.

6 6.4. The burden of persuasion in any such challenge proceeding shall be on  
7 the Designating Party. Frivolous challenges, and those made for an improper  
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
9 parties) may expose the Challenging Party to sanctions. Unless the Designating  
10 Party has waived the confidentiality designation by failing to file a motion to retain  
11 confidentiality as described above, all parties shall continue to afford the material in  
12 question the level of protection to which it is entitled under the Producing Party's  
13 designation until the court rules on the challenge.

## 14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
16 disclosed or produced by another Party or by a Non-Party in connection with this  
17 case only for prosecuting, defending, or attempting to settle this litigation. Such  
18 Protected Material may be disclosed only to the categories of persons and under the  
19 conditions described in this Order. When the litigation has been terminated, a  
20 Receiving Party must comply with the provisions of section 13 below (FINAL  
21 DISPOSITION).

22 Protected Material must be stored and maintained by Outside Counsel of  
23 Record of a Receiving Party or an expert retained by Outside Counsel of Record of  
24 a Receiving Party for the purposes of this litigation at a location and in a secure  
25 manner that ensures that access is limited to the persons authorized under this  
26 Order.

27 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a



1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this  
4 action, as well as employees of said Outside Counsel of Record to whom it is  
5 reasonably necessary to disclose the information for this litigation;

6 (b) the officers, directors, and employees (including House  
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
8 litigation and who have signed the “Acknowledgment and Agreement to Be  
9 Bound” that is attached hereto as Exhibit A.

10 (c) Experts (as defined in this Order) of the Receiving Party  
11 to whom disclosure is reasonably necessary for this litigation and who have signed  
12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff, professional jury or trial  
15 consultants, mock jurors, and Professional Vendors to whom disclosure is  
16 reasonably necessary for this litigation and who have signed the “Acknowledgment  
17 and Agreement to Be Bound” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom  
19 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
20 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
21 Party or ordered by the court. Protected Material revealed in deposition testimony  
22 or exhibits to depositions may not be disclosed to anyone except as permitted under  
23 this Stipulated Protective Order; and

24 (g) the author or recipient of a document containing the  
25 information or a custodian or other person who otherwise possessed or knew the  
26 information.

27 7.3. Disclosure of “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES  
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted

1 in writing by the Designating Party, a Receiving Party may disclose any  
2 information or item designated “HIGHLY CONFIDENTIAL - ATTORNEYS’  
3 EYES ONLY” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this  
5 action, as well as employees of said Outside Counsel of Record to whom it is  
6 reasonably necessary to disclose the information for this litigation;

7 (b) House Counsel of the Receiving Party (1) who has no  
8 involvement in competitive decision-making, (2) to whom disclosure is reasonably  
9 necessary for this litigation, (3) who has signed the “Acknowledgment and  
10 Agreement to Be Bound” (Exhibit A), and (4) as to whom the procedures set forth  
11 in paragraph 7.4(a)(1), below, have been followed.

12 (c) Experts of the Receiving Party (1) to whom disclosure is  
13 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment  
14 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set  
15 forth in paragraph 7.4(a)(2), below, have been followed;

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial  
18 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
19 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
20 Bound” (Exhibit A); and

21 (f) the author or recipient of a document containing the  
22 information or a custodian or other person who otherwise possessed or knew the  
23 information.

24 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY  
25 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items to House  
26 Counsel or Experts.

27 (a) Unless otherwise ordered by the court or agreed to in  
28 writing by the Designating Party, a Party that seeks to disclose to House Counsel

1 any information or item that has been designated “HIGHLY CONFIDENTIAL -  
2 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a  
3 written request to the Designating Party that (1) sets forth the full name of the  
4 House Counsel and the city and state of his or her residence, and (2) describes the  
5 House Counsel’s current and reasonably foreseeable future primary job duties and  
6 responsibilities in sufficient detail to determine if House Counsel is involved, or  
7 may become involved, in any competitive decision-making.

8 (b) Unless otherwise ordered by the court or agreed to in  
9 writing by the Designating Party, a Party that seeks to disclose to an Expert (as  
10 defined in this Order) any information or item that has been designated “HIGHLY  
11 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)  
12 first must make a written request to the Designating Party that (1) identifies the  
13 general categories of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES  
14 ONLY” information that the Receiving Party seeks permission to disclose to the  
15 Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
16 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies  
17 the Expert’s current employer(s), (5) identifies each person or entity from whom the  
18 Expert has received compensation or funding for work in his or her areas of  
19 expertise or to whom the expert has provided professional services, including in  
20 connection with a litigation, at any time during the preceding five years,<sup>2</sup> and (6)  
21 identifies (by name and number of the case, filing date, and location of court) any  
22 litigation in connection with which the Expert has offered expert testimony,  
23 including through a declaration, report, or testimony at a deposition or trial, during  
24 the preceding five years.

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25  
26 <sup>2</sup>If the Expert believes any of this information is subject to a confidentiality  
27 obligation to a third-party, then the Expert should provide whatever information the  
28 Expert believes can be disclosed without violating any confidentiality agreements,  
and the Party seeking to disclose to the Expert shall be available to meet and confer  
with the Designating Party regarding any such engagement.

(c) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified House Counsel or Expert unless, within 10 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

7.5. If the Parties cannot resolve a challenge without court intervention, they shall formulate a written stipulation in compliance with the procedures of Local Rule 37-2.

7.6. In any such proceeding, the Party opposing disclosure to House Counsel or the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its House Counsel or Expert.

## **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY." that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 2 EYES ONLY” before a determination by the court from which the subpoena or  
 3 order issued, unless the Party has obtained the Designating Party’s permission. The  
 4 Designating Party shall bear the burden and expense of seeking protection in that  
 5 court of its confidential material - and nothing in these provisions should be  
 6 construed as authorizing or encouraging a Receiving Party in this action to disobey  
 7 a lawful directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 9 **PRODUCED IN THIS LITIGATION**

10 (a) The terms of this Order are applicable to information  
 11 produced by a Non-Party in this action and designated as “CONFIDENTIAL” and  
 12 “HIGHLY CONFIDENTIAL -ATTORNEYS’ EYES ONLY.” Such information  
 13 produced by Non-Parties in connection with this litigation is protected by the  
 14 remedies and relief provided by this Order. Nothing in these provisions should be  
 15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery  
 17 request, to produce a Non-Party’s confidential information in its possession, and the  
 18 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s  
 19 confidential information, then the Party shall:

20 (i) promptly notify in writing the Requesting Party and  
 21 the Non-Party that some or all of the information requested is subject to a  
 22 confidentiality agreement with a Non- Party;

23 (ii) promptly provide the Non-Party with a copy of the  
 24 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a  
 25 reasonably specific description of the information requested; and

26 (iii) make the information requested available for  
 27 inspection by the Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order

from this court within 10 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.<sup>3</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. The parties agree that any waiver

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<sup>3</sup>The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 occasioned by the disclosure of a communication or information covered by the  
2 attorney-client privilege or work product protection is limited as set forth in Federal  
3 Rules of Evidence 502(d) and (e).

4 **12. MISCELLANEOUS**

5 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the court in the future.

7 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

13 12.3. Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Local Rule 79-5.

15 **13. FINAL DISPOSITION**

16 Within 60 days after the final disposition of this action, as defined in  
17 paragraph 4, each Receiving Party must return all Protected Material to the  
18 Producing Party or destroy such material. As used in this subdivision, "all  
19 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
20 other format reproducing or capturing any of the Protected Material.

21 Notwithstanding this provision, Outside Counsel of Record are entitled to retain an  
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if  
25 such materials contain Protected Material. Any such archival copies that contain or

26 ///

27 ///

28 ///



1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Section 4 (DURATION).

3 PURSUANT TO STIPULATION, IT IS SO ORDERED.

4 November 18, 2014

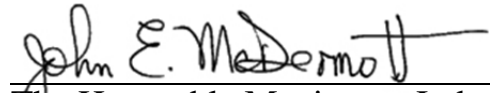
5   
The Honorable Magistrate Judge John E.  
6 McDermott

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under  
 penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on \_\_\_\_\_ [date] in the case of *VBConversions, LLC v.*  
*Exida.com, LLC, John Christman, Does 1-10, Inclusive*, No. 2:13-cv-08306-PSG-  
 JEMx. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name]  
 of \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action  
 or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_